case a power of attorney is implied, *Bond* v. *Bean* (1904) 72 N. H. 444, 57 Atl. 340; *First Nat'l. Bank* v. *Holland* (1901) 99 Va. 495, 39 S. E. 126; *Gilkinson* v. *Third Ave. R. R.* (1900) 47 App. Div. 472, 63 N. Y. Supp. 792; *contra, Matthews* v. *Hoagland* (1891) 48 N. J. Eq. 455, 21 Atl. 1054, but does not make a transfer on the books of the corporation, the courts in the majority of American jurisdictions will consider it a valid gift. And this is sound on principle, since the donee either has been given legal title, or has the power to obtain legal title without further aid from the donor. See 17 Columbia Law Rev. 256. An assignment to the donee, with a power of attorney, but without the delivery of the certificates, has upon similar grounds been held effective as a present gift. *De Caumont* v. *Bogert* (N. Y. 1885) 36 Hun. 382. The court in the instant case seems to have properly applied the principle herein stated in holding that an assignment to the intended donee coupled with a power of attorney to a third person to transfer the stock constitutes a valid gift *inter vivos*.

INTOXICATING LIQUORS—LOCAL OPTION—INCORPORATION OF VILLAGE OUT OF DRY TERRITORY.—The village board of a village incorporated wholly out of territory dry by local option granted a license for the sale of intoxicating liquors therein. *Held,* that such license was void. *State ex rel. McKay* v. *Randall* (Wis. 1917) 165 N. W. 301.

The great weight of authority supports the decision in the principal case in holding that the result of the adoption of local option is to fix for the statutory period the status of the entire territory covered, *Higgins* v. *State* (1885) 64 Md. 419, 1 Atl. 876; *McGriff* v. *State* (1913) 66 Fla. 332, 63 So. 724; but *cf. State* v. *Donovan* (1910) 61 Wash. 209, 112 Pac. 260, this view having also received the support of the text-writers. See 1 Woollen and Thornton, Law of Intoxicating Liquors, § 548. In accord with this principle it has been held that, there being nothing to the contrary expressed, a greater political subdivision, *e. g.,* a county, will include a lesser, *e. g.,* a town within the county, in respect to the application of a local option law. *In re O'Brien* (1904) 29 Mont. 530, 75 Pac. 196; *cf. Ex parte Fields* (1898) 39 Tex. Cr. 50, 46 S. W. 1127. Similarly, a mere change of name will not alter the status of a subdivision, *State* v. *Cooper* (1888) 101 N. C. 684, 8 S. E. 134, nor a change of boundary, *Prestwood* v. *State* (1889) 88 Ala. 235, 7 So. 259, nor a change in the corporate form of government. *Smith* v. *Walker* (1909) 173 Ind. 239, 89 N. E. 862; but *cf. State* v. *Donovan, supra. A fortiori* the removal of part of a dry district does not affect the part which remains. *Jones* v. *State* (1887) 67 Md. 256, 10 Atl. 216. Although part of the subdivision in which local option is in force is annexed to another subdivision in which it is not, the local option law has been held to remain in effect in the part so annexed. *Ex parte Pollard* (1907) 51 Tex. Cr. 488, 103 S. W. 878; but *cf. Village of American Falls* v. *West* (1914) 26 Idaho, 301, 142 Pac. 42. It is submitted, therefore, that the holding of the principal case is sound and best expresses the intention of the legislature.

MASTER AND SERVANT—AUTOMOBILES—DANGEROUS INSTRUMENTALITIES.—The defendant rented an automobile from a garage owner for a period of three months, the rental price to include the services of a chauffeur. The chauffeur was to take all orders from the defendant. *Held,* the defendant was liable for injuries to a third person caused by the negli-

gence of the chauffeur in driving. *McNamara* v. *Leipzig* (App. Div. 1st Dept. 1917) 167 N. Y. Supp. 981.

Whether a general servant of an independent contractor becomes a servant of the contractee *pro hac vice* so as to make the contractee liable for the negligence of the servant is a question of fact and depends on the construction given to the contract. See *Linnehan* v. *Rollins* (1884) 137 Mass. 123; *Standard Oil Co.* v. *Anderson* (1908) 212 U. S. 215, 29 Sup. Ct. 252. The real problem is whether the contract of service is transferred or only the use and benefit of the servant's work. *Cf.* *Moore* v. *Palmer* (1886) 2 T. L. R. 781. In the cases of hired horse-drawn and motor vehicles, authorities are hopelessly conflicting on the question as to what degree of control must be exercised by the contractee over the driver to effect a change of service, but the presumption seems to be that the owner remains the master of the driver 1 Labatt, Master and Servant (2nd ed.) § 54. However, if the servant is wholly under the control of the contractee, he becomes the servant of the contractee. *Cain* v. *Hugh Nawn Contracting Co.* (1909) 202 Mass. 237, 88 N. E. 842; *Philadelphia, etc. Co.* v. *Barrie* (C. C. A. 1910) 179 Fed. 50. Apparently, on the facts of the case at hand, the chauffeur was the servant of the contractee. But see *Shepard* v. *Jacobs* (1910) 204 Mass. 110, 90 N. E. 392. Having once decided that the chauffeur was not a servant of the contractor, it would seem that the contractor cannot be held liable merely because he owned the machine. An automobile is not an agency so dangerous as to render the owner liable irrespective of the relation of master and servant between owner and driver. *Lewis* v. *Amorous* (1907) 3 Ga. App. 50, 59 S. E. 338; *Jones* v. *Hoge* (1907) 47 Wash. 663, 92 Pac. 433, since the dangers incident to its use are the result of the conduct of those in charge of it and do not inhere in the construction and use of the vehicle. See *Steffen* v. *McNaughton* (1910) 142 Wis. 49, 124 N. W. 1016. But, notwithstanding this, the owner is liable for injuries to a third person if he rented the machine to another knowing that it was uncontrollable, as the machine thereby became a dangerous instrumentality. See *Texas Co.* v. *Veloz* (Tex. Civ. App. 1913) 162 S. W. 377.

MONOPOLIES—SHERMAN LAW—"THE RULE OF REASON"—SELLING LOSING BUSINESS.—A corporation, unable to continue its business without loss because of active but legitimate competition on the part of its only competitor, prays for modification of a previous injunction, so as to be permitted to sell out its plant as a going concern to such competitor, rather than to dispose of it as junk. *Held,* the prayer is granted, but an injunction previously in force against the prospective buyer is modified so as to require the buyer to continue to deal fairly with the public. *American Press Association et al.* v. *United States et al.* (7 C. C. A. 1917) 245 Fed. 91.

The above decision amounts to a holding that the courts shall apply "the rule of reason" to a statute which, on its face, purports to brand as illegal "Every contract, combination * * * or conspiracy, in restraint of trade" or as a criminal "Every person who shall monopolize, or attempt to monopolize, or combine or conspire * * * to monopolize any part of the trade or commerce among the several States". Sherman Anti-Trust Law, 26 Stat. 209, c. 647. Here, an act of combination which will result in a complete monopoly is permitted, because, in the opinion of the court, it will not unduly restrain trade; whereas in *Standard Oil Co.* v. *United States* (1910) 221 U. S. 1, 60,